

REMARKS

In the outstanding Final Office Action, the rejection of claims 12-19 under 35 U.S.C. §103(a) over YAMAGUCHI (WO 03/073753) in view of VERMOLA (U.S. Patent Application Publication No. 2005/0090235) was maintained.

Applicants refer to their previous Responses for explanations of exemplary support for claim terminology in Applicants' specification. Applicants' previous explanations of previous/existing claim terminology are not fully reproduced herein, so as to expedite the explanation of claim amendments presented herein, and so as to expedite the explanation of differences between amended independent claims 12 and 17-19 and cited teachings of VERMOLA.

Upon entry of the present amendment, each of independent claims 12 and 17-19 will have been amended. The amendments to independent claims 12 and 17-19 should not be considered an indication of Applicants' acquiescence as to the propriety of any outstanding rejection. Rather, Applicants have amended claims 12 and 17-19 in order to advance prosecution and obtain early allowance of claims in the present application.

Claims 12 and 17-19 have been amended in a manner that explicitly avoids the interpretation of VERMOLA explained by the Examiner at pages 2 and 3 in the Final Office Action. That is, each of claims 12 and 17-19 has been amended to recite that first bursts carry all data related to the first service and the second service as carried in said third stream, and also that second bursts carry all data related to the first service and the second service as carried in said third stream.

In this regard, the rejection of claims cites Figure 13 of VERMOLA as teaching the above-noted language of the independent claims prior to the herein-contained amendments.

Figure 13 of VERMOLA is reproduced below for convenience:

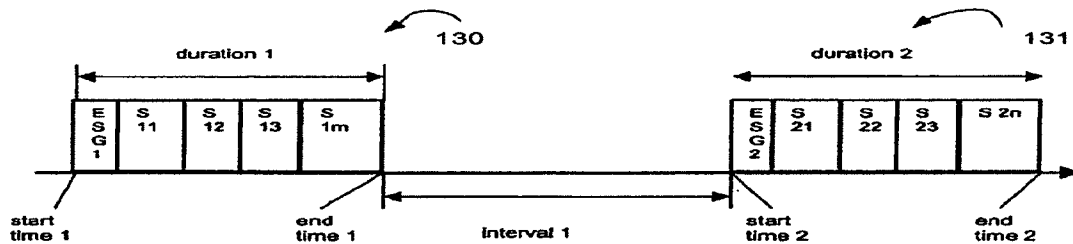


Fig. 13

The Final Office Action interprets VERMOLA as disclosing that a combination of S11, S12, S13 and S1m is one burst, and a combination of ESG2, S21, S22, S23 and S2n is another burst. The Final Office Action then interprets two such purported “bursts” as together carrying all data related to the first service and the second service as carried in said third stream.

With reference to the above-noted language of claim 12, Applicants initially note that each of S11, S12, S13 and S1m in VERMOLA individually most closely resembles a “burst” as recited in claim 12 of the present application. Nevertheless, the outstanding Final Office Action explains that VERMOLA is interpreted as disclosing a “burst” in claim 12 by the combination of ESG1, S11, S12, S13 and S1m, and as disclosing a “batch” in claim 12 by the combination of ESG1, S11, S12, S13 and S1m and ESG2, S21, S22, S23 and S2n. These interpretations are then used in the Final Office Action to support an interpretation of VERMOLA as disclosing that the combination of two such purported “bursts” carry “all data related to the first service and the second service as carried in said third stream”, as recited in claim 12 prior to the above-noted amendments.

The interpretation of VERMOLA in the Final Office Action is avoided and rendered moot by the herein-contained amendments. That is, each of independent claims 12 and 17-19 has been amended to recite “said first bursts carry all data related to the first service and the second service as carried in said third stream, and also said second bursts carry all data related to the first service and the second service as carried in said third stream”. VERMOLA does not disclose that combinations of ESG1, S11, S12, S13 and S1m or ESG2, S21, S22, S23 and S2n are first or second “bursts” as claimed, as the combinations of ESG1, S11, S12, S13 and S1m or combinations of ESG2, S21, S22, S23 and S2n in VERMOLA do not carry all data related to a first service and a second service as carried in a third stream. Therefore, even if combinations of ESG1, S11, S12, S13 and S1m or ESG2, S21, S22, S23 and S2n in VERMOLA are interpreted as “bursts” as in claim 12, neither such combination in VERMOLA carries all data related to the first service and the second service as carried in said third stream, in contrast to the combinations recited in Applicants’ amended claims.

Accordingly, modification of YAMAGUCHI with teachings of VERMOLA would not result in the combinations recited in Applicants’ amended claims. As set forth above, the first and second “bursts” in amended claims 12 and 17-19 are not disclosed by the combinations of ESG1, S11, S12, S13 and S1m or of ESG2, S21, S22, S23 and S2n in VERMOLA. YAMAGUCHI is not applied in the Final Office Action as disclosing the above-noted features of Applicants’ claims. Therefore, modification of YAMAGUCHI with teachings of VERMOLA would not result in the combination of features recited in claims 12 and 17-19.

Accordingly, the documents applied in the Final Office Action do not disclose the combinations of features recited in Applicants’ independent claims 12 and 17-19. Therefore,

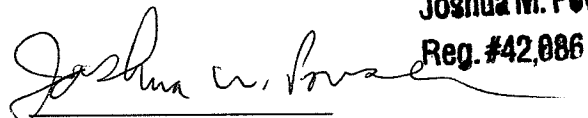
P28954.A18

independent claims 12 and 17-19 are allowable over the documents applied in the Final Office Action. Claims 13-16 are allowable at least for depending, directly or indirectly, from an allowable independent claim, as well as for additional reasons related to their own recitations.

Any amendments to the claims in this Response, which have not been specifically noted to overcome a rejection based upon the prior art, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

Should there be any questions, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,
Izumi USUKI et al.



Joshua M. Povsner
Reg. #42,086

Bruce H. Bernstein
Reg. No. 29,027

March 25, 2010
GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191